

LAPEER COMMUNITY SCHOOLS

CONSTRUCTION PROJECT: WINDOW REMOVAL ASBESTOS ABATEMENT OF IRWIN ELEMENTARY SCHOOOL BID # 07-17

INSTRUCTIONS TO BIDDERS [note - without Prevailing Wages]

SUBMISSION OF BIDS:

Sealed bids for the above project will be received until 10:00 AM on Wednesday, December 26, 2007 in the Business office of Lapeer Community Schools, 1025 W Nepessing, Lapeer, MI 48446, at which time they will be publicly opened and read aloud.

1. Bids must be enclosed in a sealed envelope marked with the name of the bidder, the name of the bid project and the date and time due. They must be delivered by the date and time stated above to:

Lapeer Community Schools
Brooke Fisher
1025 West Nepessing Street
Lapeer, MI 48446

Mandatory walk thru required. See Examination of Site Section.

2. Bid forms must be fully filled out in ink or typewritten, with signature in longhand. Completed forms shall be without alterations or erasures.
3. Any bid may be withdrawn at any time prior to the scheduled time and date for the receipt of bids. Bids received after the specified time and date will be returned unopened. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the school district. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having its bid deposited on time at the place specified.
4. Bids shall be made in full conformity with all the conditions set forth in the instructions and specifications contained in Attachment A. Bids shall remain valid for a period of 60 days from bid opening.
5. Questions concerning the bid specifications should be directed to Mark Misener, Supervisor of Facilities and Grounds at 810-614-2839 or 810-664-2401.

BID SECURITY:

Bids must be accompanied by a bid bond issued by a surety company authorized to do business in the state of Michigan, or a certified check made payable to Lapeer Community Schools, in the amount of five percent (5%) of the bid amount.

Bid bonds or certified checks of all bidders except the successful bidder will be returned within five (5) business days after bid award. The bid bond or certified check of the successful bidder will be returned within three (3) business days after the successful bidder enters into a contract for the work with Lapeer Community Schools. If the successful bidder fails to enter into a contract with Lapeer Community Schools, the entire bid security amount shall become the property of Lapeer Community Schools as liquidated damages constituting the reasonable estimate of the damages and costs that Lapeer Community Schools would incur for delays and additional expenses resulting from such failure, and not as a penalty.

To the extent of any interest earned while holding the bid security, interest will be retained by Lapeer Community Schools.

TAXES:

Each bid shall include and the successful bidder shall pay all applicable taxes.

PERMITS & FEES:

The bidder shall be responsible for obtaining and paying for all required permits.

QUALIFICATIONS OF BIDDER:

Any bidder to whom award of the contract is being considered may be required to furnish the following information: Financial statement; performance record, including past and present projects, claims history, amount of contracts, the Owner and the Architect; itemized list of equipment; list of key personnel with background and experience, and other information in the discretion of Lapeer Community Schools.

Lapeer Community Schools reserves the right to reject proposed sub-contractors.

EXAMINATION OF SITE: Irwin Elementary School, 250 Second St., Lapeer, MI 48446

MANDATORY SITE VISIT REQUIRED IN ORDER TO BID THIS JOB. THIS MANDATORY SITE VISIT IS SCHEDULED FOR FRIDAY, DECEMBER 21, 2007 AT 2:00 PM AT IRWIN ELEMENTARY SCHOOL, 250 SECOND ST., LAPEER, MI 48446.

Bidders shall inform themselves of the conditions under which work is to be performed, the site of the work, the obstacles which may be encountered and all other relevant matters concerning the work to be performed. The bidder, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such bidder might have fully informed himself, because of his failure to have so informed himself prior to the bidding. Please contact Mark Misener with any questions at 810-614-2839 or 810-664-2401.

The attached specification documents contemplate a finished work of the character and quality described and reasonably inferable from them. The drawings are intended to show design, general arrangement and extent of the work and are partly diagrammatic. They are not intended to be scaled for rough-in measurements or to serve as shop drawings. Inadvertent discrepancies or the omission of details shall not be cause for additional charges or claims.

SCHEDULE:

The Work shall commence no later than Friday, December 28, 2007 and substantial final completion shall be achieved no later than To Be Determined. Final completion shall be achieved no later than To Be Determined.

PERFORMANCE BOND AND LABOR & MATERIAL PAYMENT BOND:

For work in the amount of \$50,000 or more, the successful bidder shall furnish, prior to the execution of the contract, bonds in the amount of 100% of the total contract price for the faithful performance of the contract and for the payment of all labor and material obligations arising thereunder. The bonds must be executed by a surety company licensed to do business in the state of Michigan. The successful bidder shall pay the cost of such bonds.

NON-DISCRIMINATION:

The successful bidder and all subcontractors, in accordance with State and Federal laws, shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin or ancestry, age, sex, marital status, or disability.

SUCCESSFUL BIDDER'S LIABILITY INSURANCE:

The successful bidder shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the successful bidder's operations under the Contract, whether such operations be by the successful bidder or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

1. Claims under worker's compensation, disability benefit and other similar employee benefits acts.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.
4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the successful bidder, or (2) by any other person.
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
7. The successful bidder shall carry any other insurance such as Unemployment Compensations, etc. as required by law.

Certificates of Insurance acceptable to the Lapeer Community Schools shall be filed with the Lapeer Community Schools prior to commencement of the work. The certificates shall contain a provision that coverage afforded under the policies will not be terminated, altered or further endorsed without at least thirty (30) days written notice by registered or certified mail to the Lapeer Community Schools.

All insurance policies shall be issued by companies authorized to do business in the State of Michigan with Certificates of Insurance coverage issued to the Lapeer Community Schools.

The successful bidder and its subcontractors shall, at their option, separately insure all their respective equipment such as tools, equipment, scaffolding towers, staging and other temporary buildings owned, borrowed or rented and all materials which do not become part of the construction.

If by the terms of this insurance any mandatory deductibles are required, or if the successful bidder should elect to increase the mandatory deductible amounts or purchase the insurance with voluntary deductible amounts, the successful bidder shall be responsible for payment of the amount of the deductible in the event of a claim.

The successful bidder shall maintain the following limits of insurance:

1. Worker's Compensation as required by the State of Michigan.
2. Comprehensive General Personal Injury Liability in the limits of:
 - \$1,000,000 each person
 - \$1,000,000 each accident
 - \$1,000,000 each aggregate
3. Property Damage Liability in the limits of:
 - \$1,000,000 each accident
 - \$1,000,000 each aggregate
4. Automobile Personal Injury Liability (to include coverage of off-road vehicles in the limits of:
 - \$1,000,000 each person
 - \$1,000,000 each accident
5. Automobile Property Damage Liability (to include coverage of off-road vehicles) in the limits of:
 - \$1,000,000 each accident
6. The State of Michigan has a no-fault automobile insurance requirement. The successful bidder shall be certain coverage is provided which conforms to any specific stipulation in the law.
7. An excess/umbrella in the amount of \$1,000,000.00.
8. The Lapeer Community Schools, its public officials, officers, employees, and agents shall be named additional insureds on all liability policies.

9. The comprehensive general liability policy shall include contractual liability coverage to cover the defense, indemnification, and hold harmless obligation of successful bidder to the Lapeer Community Schools as described below.

SAFETY OF PERSONS AND PROPERTY:

The Occupational Safety and Health Acts, as amended, and as applicable, shall be enforced on this project.

The successful bidder shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the work and all persons who may be affected thereby.
2. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the successful bidder or any of its subcontractors and sub-subcontractors.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designed for removal, relocation or replacement in the course of construction.

The successful bidder shall comply with all applicable laws, ordinances, rules, regulations and lawful orders or any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

CONTAMINATION RESPONSIBILITY:

It shall be the responsibility of the successful bidder to pay any and all costs incurred from the clean up related to any environmental hazard created by means of release, spill, leak or any other means of contamination caused by accident or negligence of the successful bidder or subcontractors.

It shall be the responsibility of the successful bidder to dispose of any product(s) and/or material following EPA, DNR, and local applicable laws and regulations.

It shall be the responsibility of the successful bidder, if required, to purchase the proper permits and notify the proper authorities prior to commencing said project or should a "release" take place, to notify proper authorities of any such release.

ASBESTOS-FREE PRODUCT INSTALLATION:

It is hereby understood and agreed that no products/materials containing asbestos shall be installed or introduced into a District building by the successful bidder or its employees, agents, sub-contractors or other individuals or entities over whom the successful has control. The successful bidder will be required to sign a Certification Statement ensuring that all products or materials installed or introduced into a District building are asbestos-free. The successful bidder will also be required to furnish statements from the manufacturer(s) verifying their products to be asbestos-free.

ASBESTOS NOTIFICATION:

As required by the EPA AHERA standard, each school district is responsible for providing contractors with information regarding locations of known or assumed asbestos containing materials prior to entering a building under the district's jurisdiction.

Known or assumed asbestos containing materials at (construction site) are:

Please contact Mark Misener at 810-614-2839 or 810-667-2401.

MATERIAL SAFETY DATA SHEETS:

For the successful bidder information: Lapeer Community Schools keeps a file of Material Safety Data Sheets on potentially hazardous chemicals at the following locations:

E.T. White Building	Operations Office
Lapeer School Buildings	Office
Bus Garage	Office

If the successful bidder brings a hazardous chemical onto Lapeer Community Schools property he must submit a Material Safety Data Sheet for that chemical to the Operations Office in the E.T. White Building, 201 Jefferson, Lapeer MI 48446.

NO SMOKING POLICY:

Lapeer Community School Board of Education policy prohibits the use of any tobacco product (including cigar, pipe, cigarette, snuff, or any other matter or

substance that contains tobacco) in all District buildings, on all District grounds, or in vehicles on District grounds.

PAYMENTS AND COMPLETION:

The successful bidder will be paid monthly progress payments up to ninety percent (90%) of the value of the work completed upon issuance of monthly certificates of payment by the Lapeer Community School's representative.

Certificates shall be in the office of the Lapeer Community Schools by the first of the month to insure proper processing and payment by the end of the month.

Final payment to the successful bidder will be made thirty (30) days after the work is complete and accepted by the Lapeer Community Schools.

The successful bidder shall also furnish with his application, his Sworn Statement that all bills up to the amount requested have been paid. Every application shall be complete with Waivers of Lien from suppliers and subcontractors.

ERRORS/OMISSIONS/DISCREPANCIES:

In the event of a discrepancy between the unit price bid and the extension, the unit price shall govern.

Bidder shall not be allowed to take advantage of errors, omissions, or discrepancies in the specifications.

ADDENDA:

Any verbal information obtained from or statements made by any representative of the school district shall not be construed as in any way amending the attached instructions, specifications, or documents. Only such corrections or addenda as are in writing to all bidders shall become a part of instructions, specifications or documents. Make reference to any such written addenda on the Bid Proposal Form.

REQUIREMENTS FOR SIGNING BIDS:

Bids not signed by the individual making them shall have attached a power of attorney showing authority to sign in the name of the person for whom it is signed.

Bids from a partnership shall be signed by one of the partners or by an attorney-in-fact, in which case the power of attorney executed by the partners must be attached.

Bids for a corporation shall show the correct corporate name and the signature of the president or other authorized officer of the corporation, manually written below the corporate name following the word, "By _____"

AWARD OF BIDS

Lapeer Community Schools reserves the right to accept or reject any or all bids, to award to other than low bidder, to award by item, group of items, or total bid, to waive irregularities and/or informalities, to negotiate with any or all of the bidders, and in general to make the award in any manner deemed by it, in its sole discretion, to be in the best interest of Lapeer Community Schools.

DEFENSE AND INDEMNIFICATION

The successful bidder shall defend, indemnify, and hold harmless the Lapeer Community Schools (including its officials, officers, employees, and agents) from any and all claims, suits, losses, damages, costs, fines, expenses (including costs of defense, settlement and attorney's fees), and causes of actions, including any judgments which may be entered against them, arising out of or caused by, directly or indirectly, in whole or in part, any act, error, or omission of the successful bidder or subcontractor or their employees, agents, or representatives. The obligation of successful bidder to defend, indemnify, and hold harmless the Lapeer Community Schools as described above shall survive and continue after final payment, acceptance of the Work, and termination of the Contract.

NO COMPENSATION OR DAMAGES FOR DELAY

The Lapeer Community Schools agrees to pay and the successful bidder agrees to accept the sum set forth in the bid as full compensation for all labor, supervision, equipment, home office and field overhead, materials, administrative and incidental expense required in executing all of the work described in the bid and set forth in the plans and specifications, including all loss or damage arising out of the work, as impacted by the elements or from any obstruction, delay or difficulties which may be encountered for any reason. No claims for extra compensation or adjustments in the contract sum will be made by the successful bidder on account of any delay, costs incurred as a result of variations within the as-planned schedule, or the failure of others to complete any of the work or deliveries as scheduled. The successful bidder agrees that its only remedy for

delay for any reason shall be an extension of the time for completion of the work, if justified.

DISCLOSURE OF FAMILIAL RELATIONSHIPS

All bids shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the board or the superintendent of Lapeer Community Schools. Any bid that does not include this sworn and notarized disclosure statement will not be accepted and will be returned to the bidder unopened.

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